

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT																		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST																		
<b>CONVEYING PARTY DATA</b>																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>United Pet Group, Inc.</td> <td></td> <td>02/18/2011</td> <td>CORPORATION: DELAWARE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	United Pet Group, Inc.		02/18/2011	CORPORATION: DELAWARE											
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<b>CORRESPONDENCE DATA</b>																			
Fax Number: (404)522-8409 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 404-420-5527 Email: rbirdwell@phrd.com Correspondent Name: Rhonda J. Birdwell, Paralegal – PHRD Address Line 1: 285 Peachtree Center Avenue Address Line 2: Suite 1500 Address Line 4: Atlanta, GEORGIA 30303																			
<b>ATTORNEY DOCKET NUMBER:</b>	SUPERFRIENDS																		

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900185169

**TRADEMARK**  
 REEL: 004487 FRAME: 0795

NAME OF SUBMITTER:	Bobbi Acord
Signature:	/ba/
Date:	02/28/2011
<b>Total Attachments: 5</b> source=20110228171016041#page1.tif source=20110228171016041#page2.tif source=20110228171016041#page3.tif source=20110228171016041#page4.tif source=20110228171016041#page5.tif	

**TRADEMARK SECURITY AGREEMENT**  
**(Trademarks, Trademark Registrations, Trademark  
Applications and Trademark Licenses)**

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of February 18, 2011, by and between United Pet Group, Inc., a Delaware corporation (the "Grantor") and **BANK OF AMERICA, N.A.**, a national banking association, in its capacity as administrative agent (together with its successors and assigns in such capacity, "Agent") for various financial institutions ("Lenders") party from time to time to the Loan Agreement (as defined below).

**Recitals:**

WHEREAS, the Grantor and certain of its subsidiaries and affiliates, Agent, Lenders, and certain other parties named therein are parties to that certain Loan and Security Agreement dated as of June 16, 2010 (as amended, supplemented, modified or refinanced from time to time in accordance with the terms of the ABL Intercreditor Agreement, the "Loan Agreement"); and

WHEREAS, Agent and Lenders are willing to make loans and other financial accommodations to Borrowers (as such term is defined in the Loan Agreement) from time to time pursuant to the terms of the Loan Agreement, provided that the Grantor executes this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to Agent, to secure the Obligations (as such term is defined in the Loan Agreement), a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each trademark owned by the Grantor, including, without limitation, each trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each trademark, provided that no security interest shall be granted in any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law;

(ii) each trademark license to which the Grantor is a party, including, without limitation, each trademark license recorded with the U.S. Patent and Trademark Office identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any trademark owned by the Grantor (including, without limitation, any trademark identified in Schedule 1 hereto), and all rights and benefits of the Grantor under any trademark license (including, without limitation, any trademark license recorded with the U.S. Patent and Trademark Office identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The Grantor irrevocably constitutes and appoints Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in Agent's name, from time to time, in Agent's discretion, so long as any Event of Default (as such term is defined in the Loan Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Loan Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to Agent pursuant to the Loan Agreement. The Grantor acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank; signatures appear on following page.]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first above written.

UNITED PET GROUP, INC.

By: 

Name: John T. Wilson

Title: Vice President and Secretary

Accepted:

BANK OF AMERICA, N.A., as Agent

By: \_\_\_\_\_

Name:

Title:

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BANK OF AMERICA N.A., as Agent

By: \_\_\_\_\_

Name:

Lisa Freeman

Title:

SVP

**Schedule 1 to Trademark Security Agreement**

**UNITED PET GROUP, INC.**

**U.S. TRADEMARK REGISTRATIONS**

<b>Jurisdiction</b>	<b>Mark</b>	<b>Reg. No. Reg. Date</b>
U.S. Federal	JUMBO WONDER	3287755 04-SEP-2007
U.S. Federal	DISPOSABOX	3287694 04-SEP-2007
U.S. Federal	FERRET WONDERBOX	3287756 04-SEP-2007
U.S. Federal	KITTY'S WONDERBOX	2397378 24-OCT-200
U.S. Federal	SMALL WONDER	3287754 04-SEP-2007

**U.S. TRADEMARK APPLICATIONS**

None.

**UNREGISTERED TRADEMARKS**

None.

**TRADEMARK LICENSES**

None.